

Exhibit A

Nov. 1, 2012

To all concerned,

Overview.

I am submitting the attached for consideration, it has been some time ago that I was traumatized by a process of GMAC and since have not been able to look at the documents, much less do anything. The only reason you have this before you now is the letter I received indicating that GMAC was filing bankruptcy in addition to being encouraged to do so.

Sometime early 2009 I called for information on the loans the president was talking about. They would not tell me anything by phone, said I needed to fill out paperwork to get more information. This was the beginning of a series of fraud perpetrated against probably more the loan I had than me. I didn't like that loan either but I had to do it as I had gone through alot being a caregiver to my mom after my father passed away. Medical persons said she should go to nursing home but I premised dad before he died that I would take care of her. This took a toll on my work and credit history. Some years after she died (I had her 7yrs.), I needed to consolidate my debt and move forward, and had to do a no-doc. loan, I wanted a fixed loan but circumstances happened, it was the only way. Well I knew I would change that loan as soon as I was in a position to do so and that is why I was inquiring of GMAC about these new loans. What I needed was a smaller payment and they mislead me with that promise, defrauded me and I am, have been and will be paying more and more with the loan they scared me into by way of defaulting my loan, my trial and then threatening me with foreclosure. They behaved as if this was all just part of the process and literally mislead me every step of the way.

It is a very sad day in this Nation being unable to trust our lending institutions. Please, I am not an attorney and am unsure if I have done this right but it is to the best of my ability. Help me out of this. I have called GMAC from time to time to see if the conversation was reasonable It is not. I do not want to have to be hostage to a company that is doing wrong, I do not have a way out now after the position they steered me into. That is not to say things were good before hand but I went to them for information and maybe help...this did not. If GMAC did not want to service these loans they should not have purchased them. What they have done to people and the market is not good. I would request release of my deed if you were to ask me what I would like to see done in lieu of the amount indicated. I am sure either way GMAC will not miss any of it, I have been in my house now almost 20yrs, it is all I have to work with and it has cost me all I had. I would love a fresh start to pay down all of my worthy debtors and get retrained for the second part of life. I am grateful for your help in this matter. Sincerely,Mary Biancavilla.

SUPPORT Docs: 'A' pg.1 of 1

ATTACHED HERE ARE 2 CONSECUTIVE
MONTHS BANK STATEMENTS WHICH SHOW
GMAC - LISTED AS:

AUTOMATIC ID: [REDACTED] 4840 CO: LOAN SERVICING

PLEASE NOTE: LINE ITEMS Oct 2 + Nov 3, 2009.
= AUTO DEBIT OF \$690 ⁰⁰ ea. month.

THIS AMT. REPRESENTS (AND WAS) THE ORIG. MORTGAGE
AMT. FROM MY LOAN PURCHASED BY GMAC FROM
MY PREVIOUS LENDER.

- AFTER ALL THAT HAS SINCE OCCURRED, (READ THROUGH FOR ADD. INFO.)
I ONLY SEND CERT. BANK CHECKS TO GMAC
— THEY HAVE PROVED THEMSELVES UNTRUSTWORTHY.



MEMBERS 1st
FEDERAL CREDIT UNION

8991 1 AV 0.335

31204-8991
MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

www.members1st.org

Main Switchboard: (600) 283-2328
EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 237-7288

Sep 20, 2009 until Oct 27, 2009

Account Number: [REDACTED]

Balances at a Glance:

Checking:	215.42
Savings:	179.49
Certificates:	[REDACTED]
Loans:	[REDACTED]
Money Management:	[REDACTED]
Swipe 5 YTD Reward:	7.95

Page: 1 of 3

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CHECKING ACCOUNTS

11 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Sep 25	Balance Forward			221.41
Sep 29	Withdrawal POS #177522 WAL-MART #1591 HARRISBURG PA		73.02-	148.39
Sep 29	Withdrawal Adjustment Debit Card Credit Voucher 09/29 048201591996 WM SUPERCENTER HARRISBURG (E	15.81		164.20
Sep 29	Withdrawal Debit Card CHECK CARD 09/29 800-255-7828 ALLSTATE *PAYMENT ILUSIN2000		68.30-	95.90
Sep 30	Withdrawal Debit Card CHECK CARD 09/29 172257000167955 GIANT FOOD #253 NEW CUMBER		60.30-	35.60
Sep 30	Withdrawal Debit Card CHECK CARD 09/28 452001157992 RITE AID STORE 0418 NEW CUMBE		11.76-	23.84
Sep 30	Deposit EZ Call Transfer From Share 05	100.00		123.84
Sep 30	Withdrawal POS #330384 CNS RITE AID CORP. 761886 NEW CUMBERLAN PA		20.93-	102.91
Sep 30	Withdrawal Overdrawn NSF In the amount \$25.40 WalMart DC		33.00-	69.91
Sep 30	Deposit Swipe 5 Rebate	0.60		70.51
Oct 01	Deposit Transfer From Share 00	4.41		74.92
Oct 01	Withdrawal Debit Card CHECK CARD 09/30 172257000167955 GIANT FOOD #253 NEW CUMBER		51.44-	23.48
Oct 01	Deposit EZ Call Transfer From Share 05	902.51		925.99
Oct 01	Withdrawal POS #932435 GIANT FOOD #253 NEW CUMBERLAN PA		20.00-	905.99
Oct 02	Withdrawal Debit Card CHECK CARD 09/30 800-331-0500 ATTM*464010049448PHI GALIS630		36.67-	869.32
Oct 02	Withdrawal POS #575645 WEIS MARKETS #125 CAMP HILL PA		20.00-	849.32
Oct 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING	690.00-		159.32
Oct 03	Withdrawal POS #099583 WEIS MARKETS #125 CAMP HILL PA		40.17-	119.15
Oct 04	Withdrawal Debit Card CHECK CARD 10/03 422001246889 SAC SHOP #9 NEW CUMBERLAN PA		9.77-	109.38

--- Continued on following page ---



MEMBERS 1ST **FEDERAL CREDIT UNION**

9147 1 AV 0-335

32017-9147

Main Switchboard: (800) 283-2328
EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
TeleBranch: (800) 297-7288

1000000000

— 1 —

MARY R BIANCAVILLA

MARY K. BAKER
341 OAK DR

NEW CUMBERLAND PA 17070

Your current Member Loyalty Rewards level is Silver.

Your age

**Four eggs!
An answer!**

Need to

**Give them
visions**

CHECKING ACCOUNT:

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Oct 25	Balance Forward			215.42
Oct 25	Withdrawal Debit Card CHECK CARD 10/23 06176380125WE11 WEIS MARKETS #125 S CAMP H	28.62-		186.80
Oct 25	Withdrawal POS #530736 GIANT FOOD #253 NEW CUMBERLAN PA	25.00-		161.80
Oct 25	Withdrawal Debit Card CHECK CARD 10/24 04920000000125 BOSCOVS 00000125 CAMP HILL	20.00-		141.80
Oct 27	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE	25.52-		116.28
Oct 27	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH	65.84-		50.44
Oct 28	Deposit Transfer From Share 05	200.00		250.44
Oct 28	Withdrawal POS #854651 WAL-MART #1886 MECHANICSBUR PA	32.58-		217.86
Oct 29	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 10/28/2009	15.36-		202.50
Oct 29	10/27 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Oct 29	Withdrawal Debit Card CHECK CARD	15.55-		186.95
Oct 29	10/28 172257000167955 GIANT FOOD #253 NEW CUMBER			
Oct 29	Withdrawal Debit Card CHECK CARD 10/29 014847000213249 COMCAST OF CENTRAL PA 800-	100.00-		86.95
Oct 31	Withdrawal Debit Card CHECK CARD 10/29 452001157992 RITE AID STORE 0418 NEW CUMBE	14.21-		72.74
Oct 31	Deposit	100.00		172.74
Oct 31	Deposit Swipe 5 Rebate	0.90		173.64
Nov 01	Withdrawal Debit Card CHECK CARD 10/31 172257000167955 GIANT FOOD #253 NEW CUMBER	17.33-		156.31
Nov 02	Withdrawal Debit Card CHECK CARD 11/01 636-3490303 JOYCE MEYER MINISTRIES MOUS000	20.00-		136.31
Nov 02	Deposit EZ Call Transfer From Share 05	752.01		888.32
Nov 03	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING	690.00-		198.32

--- Continued on following page ---

SUPPORT Doc's 'B' Pg 1 of 2

Next, I HAVE ATTACHED MY BANK - from (DEC, 2009*)
STATEMENTS WHICH DO NOT SHOW MY
MORTGAGE PAYMENT BEING DEBITED.

- I WAS NOT NOTIFIED, NEVER CONSENTED
NOR CONSULTED WITH REGARDS TO IT.

GMAC HAD COLLECTED, FAITHFULLY, AUTOMATIC DEBITS
IN THE AMT OF \$690 per month WITHOUT ANY
CHG. FROM THE TIME THEY TOOK OVER THE LOAN.

I NEVER SAW THIS OR WHAT WAS ABOUT
TO UNFOLD COMMING.

IT WAS A COUPLE OF WEEKS INTO DECEMBER, 2009 -
WHEN I NOTICED THE OVERAGE IN THE EXACT
AMT. OF MY MORTGAGE PAYMENT AND CALL GMAC
PROMPTLY. I HAD NEVER IN THE 15 plus yrs OF
HOME OWNERSHIP BEEN LATE WITH A PAYMENT, I WAS
SHAKEN.

GMAC INFORMED NOT TO WORRY I WAS APPROVED
FOR A MODIFICATION - I SAID THERE WAS A
MIS UNDERSTANDING THAT I WAS NOT
APPLYING, ONLY SEEKING INFO. ON THE
TYPE OF LOAN IS OFFERED



M1ST FEDERAL CREDIT UNION
MEMBERS 1st

9789 1 AV 0.335 34700-9789
MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

Mechanicsburg, PA 17055
www.members1st.org

Main, Switchboard: (600) 283-2928
Ext. 200: (717) 207-4012 or (800) 283-4072
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
Fax: (600) 283-7288

Nov 25, 2009 thru Dec 24, 2009

Account Number: 200-1524

Balances at a Glance:

Checking:	140.63
Savings:	859.57
Certificates:	<u> </u>
Loans:	<u> </u>
Money Management:	<u> </u>
Swipe 5 YTD Reward:	9.60

Page: 1 of 3

CHECKING ACCOUNTS

0011 - CHECKING

NO - \$690.00 AUTO-DRAFT

Date	Transaction Description	Additions	Subtractions	Balance
Nov 25	Balance Forward			379.28
Nov 25	Withdrawal Debit Card CHECK CARD 11/24 156691000153307 GIANT FUEL #253 NEW CUMBER	14.98-		364.30
Nov 25	Withdrawal POS #723392 GIANT FOOD #331 MECHANICSBURG PA	25.00-		339.30
Nov 26	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 11/25/2009 11/24 06176380125WE11 WEIS MARKETS #125 S CAMP H	7.53-		331.77
Nov 26	Withdrawal Debit Card CHECK CARD 11/25 424854040880 SALVATION ARMY #403 MECHANICS	31.78-		299.99
Nov 27	Withdrawal Debit Card CHECK CARD 11/26 172257000167955 GIANT FOOD #253 NEW CUMBER	57.43-		242.56
Nov 30	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE	25.43-		217.13
Nov 30	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH	70.20-		146.93
Nov 30	Deposit Swipe 5 Rebate	0.75		147.68
Dec 01	Deposit EZ Call Transfer From Share 0005	701.55		849.23
Dec 02	Withdrawal Debit Card CHECK CARD 12/01 636-3490303 JOYCE MEYER MINISTRIES MOUS000	20.00-		829.23
Dec 02	Withdrawal POS #353215 WAL-MART #1886 MECHANICSBURG PA	29.23-		800.00
Dec 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/02/2009 12/01 06176380125WE11 WEIS MARKETS #125 S CAMP H	10.30-		789.70
Dec 03	Check 001112 Tracer 0001048173	111.04-		678.66
Dec 04	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/03/2009 12/02 00178470056RUT1 RUTTER'S FARM STORE #5 NEW	9.85-		668.81
Dec 04	Withdrawal Debit Card CHECK CARD 12/03 172257000167955 GIANT FOOD #253 NEW CUMBER	26.72-		642.09
Dec 04	Deposit EZ Call Transfer From Share 0005	150.00		792.09



Mechanicsburg, PA 17055
www.members1st.org

TeleBranch:

ACCOUNT NUMBER: [REDACTED]

Page: 2 of 3

Date	Transaction Description	Additions	Subtractions	Balance
Dec 04	Check 001111 Tracer 0001217285		10.00-	782.09
Dec 05	Withdrawal POS #628491		50.00-	732.09
Dec 06	GIANT FOOD #253 NEW CUMBERLAN PA Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/05/2009		9.98-	722.11
Dec 07	12/04 0017847005RUT1 RUTTER'S FARM STORE #5 NEW Withdrawal Debit Card CHECK CARD		11.87-	710.24
Dec 09	12/06 172257000167955 GIANT FOOD #253 NEW CUMBER Deposit Transfer From Share 0000	1,268.00		1,978.24
Dec 09	Withdrawal Debit Card CHECK CARD		27.65-	1,950.59
Dec 09	12/08 156691000153307 GIANT FUEL #253 NEW CUMBER			
Dec 09	Withdrawal EZ Call Transfer To Share 0000		700.00-	1,250.59
Dec 09	Withdrawal POS #782000		55.00-	1,195.59
Dec 10	GIANT FOOD #253 NEW CUMBERLAN PA Withdrawal Debit Card CHECK CARD		109.86-	1,085.73
Dec 11	12/09 800-331-0500 ATTM*464010049448PHI GAUS630 Withdrawal Debit Card CHECK CARD		15.98-	1,069.75
Dec 13	12/11 800-247-4794 CHR*CBDCATALOG,LLC MAUSIN7500 Withdrawal POS #932895		50.00-	1,019.75
Dec 14	GIANT FOOD #253 NEW CUMBERLAN PA Withdrawal Debit Card CHECK CARD		49.93-	969.82
Dec 14	12/14 443-200-1200 PROFESSIONAL ARTS PHARMMDUSIN Withdrawal ACH GE MONEY		38.00-	931.82
Dec 16	TYPE: PAYMENT ID: 1061537262 CO: GE MONEY Withdrawal Debit Card CHECK CARD		24.82-	907.00
Dec 16	TRANSACTION DATE - 12/15/2009			
Dec 17	12/14 06176380125WE11 WEIS MARKETS #125 S CAMP H Withdrawal Debit Card CHECK CARD		38.22-	868.78
Dec 18	12/16 434291385889 GETTYSBURG ROAD ANIMAL MECHAN Withdrawal POS #667964		75.00-	793.78
Dec 18	GIANT FOOD #253 NEW CUMBERLAN PA Withdrawal ACH DISCOVER		259.00-	534.78
Dec 22	TYPE: E-PAYMENT ID: 2510020270 DATA: DC PYMNTS DCINTNET CO: DISCOVER Withdrawal Debit Card CHECK CARD		13.81-	521.17
Dec 22	12/20 06176380125WE11 WEIS MARKETS #125 S CAMP H Withdrawal Debit Card CHECK CARD		19.95-	501.22
Dec 22	12/21 156691000153307 GIANT FUEL #253 NEW CUMBER Withdrawal Debit Card CHECK CARD		25.00-	476.22
Dec 22	12/21 4445000908657 FAMILY DOLLAR #2408 NEW CUMB Withdrawal ACH RBS CITIZENS NA		76.47-	399.75
Dec 22	TYPE: PAYMENT ID: 2581493810 CO: RBS CITIZENS NA			
Dec 22	Check 001113 Tracer 0001212226		150.00-	249.75
Dec 23	Withdrawal Debit Card CHECK CARD		57.13-	192.62
Dec 23	12/22 172257000167955 GIANT FOOD #253 NEW CUMBER Withdrawal Debit Card CHECK CARD		11.99-	180.63
Dec 23	12/23 800-827-6364 TWX*AOL SERVICE #209 NYUSINP7 Withdrawal POS #915097		40.00-	140.63
Dec 24	GIANT FOOD #253 NEW CUMBERLAN PA Ending Balance			140.63

Courtesy Pay and NSF Fee Summary

NSF Item Fees Year-to-Date	33.00
Courtesy Pay Fees Year-to-Date	33.00

CHECK SUMMARY

Check #	Amount	Date	Check #	Amount	Date
001111	10.00	Dec 04	001113	150.00	Dec 22
001112	111.04	Dec 03			

3 Checks Cleared for 271.04

Support Doc's 'B' def2

- I SOUGHT INFO. ON CORRECTING THEIR MISTAKE, I.E. HOW WE RECTIFY THE MISSED AUTO-DEBIT, AND WAS TOLD THEY WOULD NOT BE COLLECTING IT BECAUSE I WAS BEING QUALIFIED FOR A LOAN MODIFICATION. I REITERATED THAT UNTIL I COULD SEE THE TERMS OF THE LOAN HOW I WANT TO MOVE FORWARD. I WAS ASSURED I WOULD BE HAPPY WITH IT AND THE PROCESS MOVES QUICKELY. THEY INDICATED I WOULD HAVE A TRIAL OF 3 MOS. OF PYMTS OF \$679.83 AND TO SEND THE 1ST ONE FOR JAN 2010, THAT THIS WOULD SATISFY THE PREVIOUS MONTH'S MORTGAGE PYMT. AS WE TRANSITIONED. THEY SAID THEY WERE SENDING OUT THE DOCUMENTS CONFIRMING, AND I SHOULD CALL PAUL THEN.

SO I WAS UNCOMFORTABLE WITH IT BUT DID NOT WANT TO GET INTO A PROBLEM WITH FORECLOSURE OR ANYTHING BY SOME MISUNDERSTANDING —

I SENT THE 1ST CHECK, RECEIVED PAPERWORK I WAS NOT HAPPY WITH MUCH OF THE UNCOORDINATION IN DOCUMENTATION FROM GMAC BETWEEN THE MORTGAGE DEPT, & THIS LOAN MOD / LOSS MITT AREA.

THE CALLS WERE DISCONCERNING ALSO, BUT THESE LOSS MITT REPS WERE EFFICIENT AND I WAS BEING DEFRAUDED OUT OF MY ORIG. LOAN INTO WHAT WOULD BE SOMETHING OTHER THAN PROMISED. ^{(UNKNOWN) OR THAT TIME.}

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

01/11/10

116786-000777

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

*By phone
LO THIS IS
HO I WAS NOW
ADER FOR THE
RIAL MODIFICATION*
Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

*AND TO
GIVE ALL
THE
REST
OF
THIS -
IT DOES
NOT
APPLY*
Your account is in default under the terms of the mortgage. The mortgage payments of \$ 1380.00 for the months of 12/01/09 through 01/01/10, are past due. If you have already mailed these payments, please accept our thanks.

TO ME
Due to the unresolved delinquency on your account, you may be experiencing temporary or permanent financial problems that led to the default. Your account could soon be referred to foreclosure if the default is not resolved. We would like to discuss possible loss mitigation options, which may be available to you to resolve the delinquency and avoid foreclosure. A brief description of these options follows.

If you have experienced a temporary loss of income or increase in expenses and now have sufficient income to make increased payments, we may be able to work out a REPAYMENT PLAN.

TO ME
LOAN MODIFICATION: A loan modification capitalizes delinquent payments into the unpaid principal balance. This may be completed if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

Investor Loan # 9613

HOME AFFORDABLE MODIFICATION PROGRAM LOAN WORKOUT PLAN (Step One of Two-Step Documentation Process)

Loan Workout Plan Effective Date: 01/01/2010

Borrower ("I"): MARY R BIANCAVILLA

Lender ("Lender"): GMAC Mortgage, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 12/16/2005

Loan Number: 9613

Property Address ("Property"): 341 OAK DRIVE NEW CUMBERLAND PA 17070

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

- E. Under penalty of perjury, all documents and information I have provided to Lender pursuant to this Plan, including the documents and information regarding my eligibility for the program, are true and correct; and
 - F. If Lender requires me to obtain credit counseling, I will do so.
 - G. If I was discharged in a Chapter 7 bankruptcy proceeding subsequent to the execution of the Loan Documents, Lender agrees that I will not have personal liability on the debt pursuant to this Plan.
2. The **Loan Workout Plan**. On or before each of the following due dates, I will pay the Lender the amount set forth below ("Trial Period Payment"), which includes payment for Escrow Items (where not prohibited by law), including real estate taxes, insurance premiums and other fees, if any, of U.S. \$679.83.

1. 01/01/2010	\$679.83
2. 02/01/2010	\$679.83
3. 03/01/2010	\$679.83

VERY
IMPORTANT
TO WHAT I
THEN ENDED UP
WITH.

The Trial Period Payment is an estimate of the payment that will be required under the modified loan terms, which will be finalized in accordance with Section 3 below.

During the period (the "Trial Period") commencing on the date of this Plan and ending on the earlier of: (i) the first day of the month following the month in which the last Trial Period Payment is due (the "Modification Effective Date") or (ii) termination of this Plan, I understand and acknowledge that:

- A. TIME IS OF THE ESSENCE under this Plan;
- B. Except as set forth in Section 2.C. below, the Lender will suspend any scheduled foreclosure sale, provided I continue to meet the obligations under this Plan, but any pending foreclosure action will not be dismissed and may be immediately resumed from the point at which it was suspended if this Plan terminates, and no new notice of default, notice of intent to accelerate, notice of acceleration, or similar notice will be necessary to continue the foreclosure action, all rights to such notices being hereby waived unless prohibited by law;
- C. If my property is located in Georgia, Hawaii, Missouri, or Virginia and a foreclosure sale is currently scheduled, the foreclosure sale will not be suspended and the lender may foreclose if I have not made each and every Trial Period Payment that is due before the scheduled foreclosure sale. If a foreclosure sale occurs pursuant to this Section 2.C., this agreement shall be deemed terminated;
- D. The Lender will hold the payments received during the Trial Period in a non-interest bearing account until they total an amount that is enough to pay my oldest delinquent monthly payment in full. If there is any remaining money after such payment is applied, such remaining funds will be held by the Lender and not posted to my account until they total an amount that is enough to pay the next oldest delinquent monthly payment in full;
- E. When the Lender accepts and posts a payment during the Trial Period it will be without prejudice to, and will not be deemed a waiver of, the acceleration of the loan or foreclosure action and related activities and shall not constitute a cure of my default under the Loan Documents unless such payments are sufficient to completely cure my entire default under the Loan Documents and are not prohibited by law;
- F. If prior to the Modification Effective Date, (i) the Lender does not provide me a fully executed copy of this Plan and the Modification Agreement; (ii) I have not made the Trial Period payments required under Section 2 of this Plan; or (iii) the Lender determines that my representations in Section 1 are no longer true and correct, the Loan Documents will not be modified and this Plan will terminate. In this event, the Lender will have all of the rights and

By GMAC
DOING THE

UNAUTHORIZED AUTO DEBIT IN THE SAME MONTH THEY
DEPOSITED A TRIAL CHECK THEY CAUSED INSUFFICIENT
HOME AFFORDABLE MODIFICATION PROGRAM - LOAN WORKOUT PLAN FUNDS AND DEFAULTED MY TRIAL ALSO.

Pg. 1)

Support Doc's 'C'

- So Gmae Recd. AND CASHED/CLEARED BANK
my FIRST TRIAL CHECK IN JAN. AND I
SENT THE SECOND CHECK AS SCHEDULED.

THEY DEPOSITED my CHECK ^{3 pm} ~~& WITHOUT AUTHORIZATION~~ }
nor ANY WARNING - AUTO-DEBITED my SAME
ACCT FOR AN AMT. OF ~~2 TRIAL PAYMENTS~~ }
THEY ARE RE-
CASHED IN
TRIAL CHECK
INT J.

... WHICH CAUSED INSUFFICIENT FUNDS +
(Gmae) THEY IN EFFECT DEFRAUDED ~~ME~~ OUT
of my TRIAL BY CREATING A CIRCUMSTANCE
THEY WOULD LATER POINT TO AND SAY
YOU CAN'T HAVE THE 'MAKING HOME AFFORDABLE'
LOAN, YOU WILL BE MODIFIED INTO WHAT
WE WILL GIVE YOU. I WAS DEFRAUDED
AGAIN AND AGAIN AND AGAIN.

FIRST - THE INITIAL CALLS TO SAY I
HAD TO SEND PAPERWORK FOR THAT LOAN INFO.
2ND - MY STOPPED(UNCOLLECTED) Dec 2009 mort. Payment
which DEFAULTED my ORIG. LOAN.
3RD THE UNLAWFUL - UNAUTHORIZED Auto-DEBIT
which NOT ONLY OVER DRAFTED my Account causing
A DEFAULT TO my TRIAL, BUT SINCE THEY
ALREADY COLLECTED 2 TRIAL PYMTS, THEY
WERE OVER CHARGING by A FULL PAYMENT
- BREACHING THEIR OWN CONTRACT. Continued

Pg. | 2)

-Continued,

- 4th THE LOAN THEY MODIFIED ME TO

WAS NONE OF WHAT THEY PROMISED, ~~AT FIXED RATE~~

NOTE : (IT APPEARS THEY ARE TRYING TO FORCE FORECLOSURE)

BY THE TIME ALL OF THIS UNFOLDED

THERE WERE LAY OFFS AT MY JOB

DUUE TO THE ECONOMY AND A

COMPANY TAKE-OVER. IT APPEARED

WE WERE BEING SHUT DOWN - I

WAS EVENTUALLY LAY-OFF, I HAD

NOTHING TO FIGHT BACK WITH

- AND HAVE BEEN BARELY GETTING BY
SINCE.

GMAC KEEPS RAISING MY MORT AMT.
AND CHGING THINGS ON WHAT WAS
SUPPOSE TO BE A FIXED RATE LOAN.

MY PYMTS. WERE SUPPOSE TO BE
LESS THAN THE 690 - I AM PAYING,
THE TRIAL PYMTS WERE 679⁸³ AND

THAT CONTRACT STATED ALL TAXES

INSURANCE AND FEES WERE ESCROWED IN

IT AND MY NEW PYMT WAS TO BE THAT

OR LESS WAS TOLD OVER AND OVER AGAIN.



www.members1st.org

Main Switchboard: (800) 283-2328
 EZ Call: (717) 697-4372 or (800) 283-4372
 TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
 TeleBranch: (800) 237-7288

8964 1 AV 0.335

31017-8964

MARY R BIANCAVILLA
 341 OAK DR
 NEW CUMBERLAND PA 17070

Your c
 Your ag
 An aggr

Would you like to re
 to Members 1st On

Account Number: 229654

Balances at a Glance:

Checking:	555.71
Savings:	859.77
Certificates:	[REDACTED]
Loans:	[REDACTED]
Money Management:	[REDACTED]
Swipe 5 YTD Reward:	10.60

Page: 1 of 3

Silver.
 209.68.
 oducts

eStatements! Go
 wide us with your

AND SWIPE 10%
 AUTO Debit.
 OF 690.00

CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Dec 25	Balance Forward			140.63
Dec 25	Withdrawal Debit Card CHECK CARD 12/24 172257000167955 GIANT FOOD #253 NEW CUMBER	16.32-		124.31
Dec 28	Withdrawal Debit Card CHECK CARD 12/27 452001157992 RITE AID STORE 0418 NEW CUMBE	22.23-		102.08
Dec 28	Deposit EZ Call Transfer From: Share 0005	200.00		302.08
Dec 28	Withdrawal ACH CHASE TYPE: EPAY ID: 576003924 CO: CHASE	25.18-		276.90
Dec 29	Deposit by Check	7.40		284.30
Dec 29	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH	68.00-		216.30
Dec 30	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/29/2009 12/28 01852728419MER1 HESS 38419 LEMOYNE PA	10.06-		206.24
Dec 31	Deposit Swipe 5 Rebate	1.00		209.24
Jan 02	Withdrawal Debit Card CHECK CARD 01/01 156691000153307 GIANT FUEL #253 NEW CUMBER	20.00-		189.24
Jan 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 01/02/2010 01/01 06176380125WE11 WEIS MARKETS #125 S CAMP H	33.58-		155.66
Jan 04	Withdrawal Debit Card CHECK CARD 01/03 172257000167955 GIANT FOOD #253 NEW CUMBER	34.71-		120.95
Jan 04	Deposit EZ Call Transfer From: Share 0005	690.00		800.95
Jan 06	Check 001115 Tracer 0001198282	131.71		669.24
Jan 07	Withdrawal Debit Card CHECK CARD 01/06 172257000167955 GIANT FOOD #253 NEW CUMBER	27.82-		641.42
Jan 13	Deposit Transfer From Share 0000	1,268.00		1,361.30
Jan 15	Withdrawal Debit Card CHECK CARD 01/14 156691000153307 GIANT FUEL #253 NEW CUMBER	31.86-		1,329.44
Jan 15	Withdrawal Debit Card CHECK CARD 01/15 014847000213248 COMCAST OF CENTRAL PA 800-	101.20-		1,128.24
Jan 19	Withdrawal ACH DISCOVER	273.44-		854.80



Send inquiries to:
6800 Ladies Drive
PO Box 40
Mechanicsburg, PA 17055
www.members1st.org

Main Switchboard: (800) 283-2228
EZ Call: (717) 697-4372 or (800) 283-4372
TDD: (717) 697-5312 or (800) 283-2228 ext. 5312
TeleBranch: (800) 287-7288

Dec 25, 2009 thru Jan 24, 2010
Account Number: 2288888888888888

Page: 2 of 3

Date	Transaction Description	Additions	Subtractions	Balance
	TYPE: E-PAYMENT ID: 2510020270			
	DATA: DC PYMNTS DCINTNET CO: DISCOVER			
Jan 20	Withdrawal Debit Card CHECK CARD	14.42-		880.38
	01/19 006181924106BF1 KARN'S QUALITY FOOD LEMOYNE			
Jan 20	Withdrawal ACH RBS CITIZENS NA	74.85-		805.53
	TYPE: PAYMENT ID: 2581483818 CO: RBS CITIZENS NA			
Jan 21	Withdrawal Debit Card CHECK CARD	30.83-		774.70
	TRANSACTION DATE - 01/20/2010			
	01/19 08170380125WE11 WEIS MARKETS #125 S CAMP H			
Jan 21	Withdrawal POS #951920	40.00-		734.70
	GIANT FOOD #253 NEW CUMBERLAN PA			
Jan 23	Withdrawal Debit Card CHECK CARD	11.99-		722.71
	01/23 800-827-6364 TWX*AOL SERVICE 0110 NYUSIN07			
Jan 23	Withdrawal Debit Card CHECK CARD	167.00-		555.71
	01/23 434291385889 GETTYSBURG ROAD ANIMAL MECHAN			
Jan 24	Ending Balance			555.71
	2009 Dividends Paid	0.00		

Courtesy Pay and NSF Fee Summary

NSF Item Fees for Statement Period

NSF Item Fees Year-to-Date

Courtesy Pay Fees for Statement Period

Courtesy Pay Fees Year-to-Date

(Bank) record cashed
my record cashed pt.

0.00

0.00

0.00

0.00

CHECK SUMMARY

Check #	Amount	Date	Check #	Amount	Date
001115	679.83	Jan 06			



www.members1st.org

Jan 25, 2010 thru Feb 24, 2010

Main Switchboard: (800) 283-2328
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 TeleBranch: (800) 237-7288

8736 1 AV 0.335

30310-8736

MARY R BIANCAVILLA
 341 OAK DR
 NEW CUMBERLAND PA 17070

Your current Member Loyalty Rewards level is Silver.

Your ag-

An aggr-

510.85.

oducts

Want to earn some e-

4U referral program.

CHECKING ACCOUNT

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Jan 25	Balance Forward			555.71
Jan 25	Deposit by Check	26.00		581.80
Jan 26	Withdrawal Debit Card CHECK CARD 01/25 172257000167955 GIANT FOOD #253 NEW CUMBER		17.02-	564.78
Jan 28	Withdrawal ACH CHASE TYPE: EPAY ID: 5760039224 CO: CHASE		35.26-	529.52
Jan 28	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH		65.89-	463.63
Jan 31	Deposit Swipe 5 Rebate	0.55		464.18
Feb 01	Deposit EZ Call Transfer From Share 0005	250.00		714.18
Feb 01	Check 001116 Tracer 0023230922 Processed Check - GMAC Mtg Corp TYPE: CHECK PYMT ID: 04800000992 DATA: 0000100000 041204975		679.85-	34.33
Feb 02	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 02/01/2010 01/31 06176380125WE11 WEIS MARKETS #125 S CAMP H		39.38-	0.95
Feb 02	Deposit Transfer From Share 0000	719.50		720.45
Feb 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING		1,038.08-	317.63
Feb 02	Withdrawal Courtesy Pay fee		33.00-	350.63
Feb 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 02/02/2010 02/01 0017847005BRUTT RUTTER'S FARM STORE #5 NEW		14.89-	365.52
Feb 03	Withdrawal NSF Fee TRANSACTION DATE - 02/02/2010		33.00-	398.52
Feb 03	Withdrawal Stop Payment Fee		25.00-	423.52
Feb 03	Deposit RETURN 2 COURTESY PAY FEES 2/2/10	66.00		357.52
Feb 05	Deposit ACH LOANSERVICING TRANSACTION DATE - 02/02/2010	1,038.08		680.56



**Unauthorized/Improper ACH Debit Activity
Written Statement Under Penalty of Perjury**

I, Mary B. Giant, state that I have examined the attached statement or other notification from Members 1st FCU indicating that an ACH debit entry was charged to my Account No. 0000000000000000 on 01/28/2010 in the amount of \$ 1690.00, and that the debit was unauthorized or improper.

An unauthorized debit (with the exception of TEL entries) means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via a writing that was either signed or similarly authenticated, to initiate the transfer. With respect of TEL entries, an unauthorized debit means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authorization, to initiate the transfer. An electronic fund transfer in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account earlier than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic fund transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An improper debit means a re-presented Check Entry (RCK), Point-of-Purchase Entry (POP), Accounts Receivable Entry (ARC), or Back Office Conversion Entry (BOC) that meets the criteria described in Section II below.

I. For unauthorized entries, I further state that: (check one)

- I did not authorize, and have not ever authorized, _____ (company name) to originate one or more ACH entries to debit funds from any account at Members 1st FCU.
- I authorized _____ (Company Name) to originate one or more ACH entries to debit funds from an account at Members 1st FCU but on _____, 20____ I revoked that authorization by notifying _____ in the manner specified in the authorization.
- I authorized LOANSERVING to originate one or more ACH entries to debit funds from an account at Members 1st FCU but my mortgage co. WWD encouraged and this dept. was not authorized. OR the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \$1690 with my signature \$1690 This was my authorized OR
- the debit was made to my account on a date earlier than the date on which I authorized the debit to occur. I authorized the debit to be made to my account on or no earlier than _____, 20_____.

II. For Improper entries, I further state that: (check one)

- for RCK entries:
 - the item to which the entry relates is ineligible to be initiated as an RCK entry;
 - the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the *NACHA Operating Rules*;
 - all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
 - the amount of the RCK entry was not accurately obtained from the item; or
 - both the RCK entry and the item to which the RCK entry relates have been presented for payment.
- for ARC and BOC entries:
 - I opted out of check conversion activity;
 - notice was not provided by the Originator in accordance with the requirements of the *NACHA Operating Rules*;
 - the source document used for the debit entry is improper;
 - both the source document and the ARC or BOC entry to which it relates have been presented for payment; or
 - the amount of the ARC or BOC entry was not accurately obtained from the source document.
- for POP entries:
 - the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
 - the source document used for the debit entry is improper; or
 - both the source document and the POP entry to which it relates have been presented for payment.

I further state that the debit transaction was not originated with fraudulent intent by me or any person acting in concert with me, and that the signature below is my own proper signature.

I certify under penalty of perjury that the foregoing is true and correct.

01/28/10

Date & Time

Devon N. Robinson
Members 1st FCU Associate name

Mary B. Giant

Member Signature

NC Giant
Branch Office

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/11/10

MARY R BIANCAVILLA

**341 OAK DR
NEW CUMBERLAND PA 17070**

**RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE
NEW CUMBERLAND PA 17070**

Dear MARY R BIANCAVILLA

This is in response to your inquiry regarding a request for a copy of the automatic payment letter on the above-referenced account.

Unfortunately, we have been unsuccessful in our attempts to obtain this information. We apologize for any inconvenience this may cause.

If you have any additional questions, please contact Customer Care at 800-766-4622.

**Customer Care
Loan Servicing**

2:48

I requested a copy of a (signed by me)
authorization for \$1038.08 presented
to my bank FEB 2, 2010 -
CAUSING OVERDRAFTS AND
TRIAL LOAN DEFAULT.
THIS IS THE RESPONSE.

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/04/10

MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

This made no sense since I was already sending checks and they were cashing them.

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE
NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

In response to your request, we updated our records to reflect the cancellation of your Online Payment Program effective 2/4/10. You are now responsible for making all future payments by using an alternate method.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:02

IN LEW OF WHAT GMAC DID WITH
THE UNAUTHORIZED ACCESS IN UNDERSTANDING
ADDITION TO HAVING NO CLEAR FURTHER
OF WHAT THEY ARE DOING TO MY NO
LOAN THEY HAVE BEEN ADVISED. NO
AUTO DEBITS ARE AUTHORIZED
THAT ACCT. IS BEING
CLOSED.

~~WATERLOO IOWA 50450~~

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/12/10

130578-000021

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

[REDACTED]

RE: Account Number
Property Address

[REDACTED] 9613
341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Your payment has been returned unpaid by your financial institution. As a result, we have reversed these funds from your account. Your account is now due for the 01/01/10 - ~~FACTOR~~ payment. If allowed by your state, you may be assessed a ~~#~~ returned check fee.

~~TRANS CT. 1/6/10 11/5 ON BANK STATEMENT~~

If your replacement payment is received after the expiration of your grace period, any applicable late charges will be assessed. If you would like to remit your payment immediately, contact us by phone to use our Pay by Phone services by calling 800-766-4622.

~~CLOSED PRIOR~~

~~TO DATE OF THIS LTR.~~

(SEE DEC 25, 2009 - JAN 14, 2010 STATEMENT.)

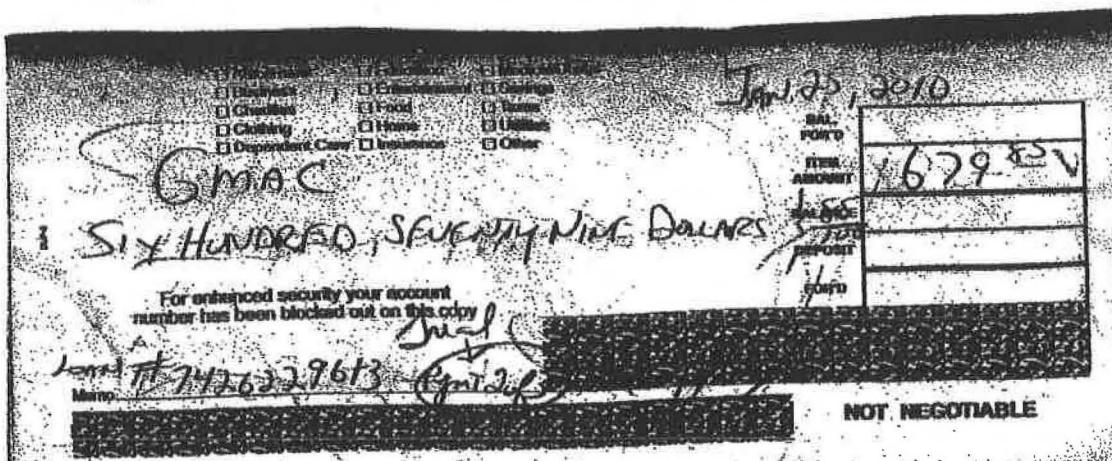
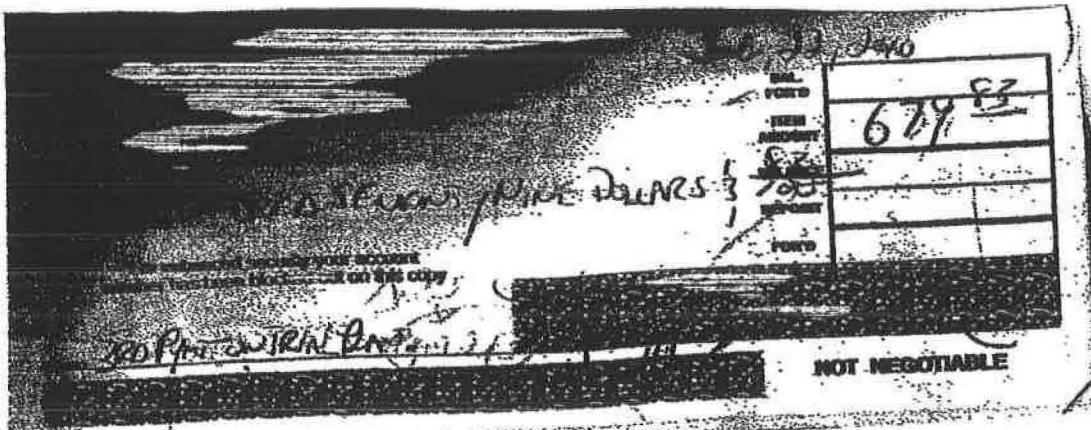
If you participate in one of our Electronic Payment Programs, replacement of the reversed payment as well as financial institution corrections may need to be made prior to future drafts occurring.

If this is the third payment returned for insufficient funds, your account will be restricted to certified funds.

If you have any questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

7004



MARY R BIANCAVILLA
341 OAK DR.
NEW CUMBERLAND, PA 17070

1115

PAY TO GMAC
THE ORDER OF
Six Hundred Seventy Nine Dollars and 83/100 Dollars A
M 1st MEMBERS 1st
SECOND AL. CREDIT UNION
Mechanicsburg, PA 17050
www.mechanic.org
MEMO 1st Pmt on TRW Rev. 1/125/10. Mary R. Biancavilla.

GMAC Mortgage, LLC
Attention: Loss Mitigation
3451 Hammond Avenue
Waterloo, IA 50702

[Space Above This Line For Recorder's Use]

**STEP RATE LOAN MODIFICATION AGREEMENT
WITH PRINCIPLE DEFERMENT
(Deferred Payment Disclosure Attached)**

Loan Modification Agreement ("Agreement") made this May 1, 2010 ("Effective Date") between MARY R BIANCAVILLA ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated December 16, 2005 in the original principal sum of One Hundred Forty Four Thousand Dollars and No Cents (\$ 144,000.00)executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of CUMBERLAND County, PA. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 341 OAK DRIVE NEW CUMBERLAND PA 17070, which real property is more particularly described as follows:

(Legal Description if Applicable for Recording Only)

Borrower acknowledges that Lender is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

↓ WAS FORCED - DUPED - DEFRAUDED AND THIS IS NOT AS PROMISED.

Borrower has requested, and Lender has agreed, to extend or rearrange the time and manner of payment of the Note and to extend and carry forward the lien(s) on the Property whether or not created by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$140,421.45 and \$8,000.00 of my old principal balance (the balance due prior to the date of this loan modification) shall be deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer any interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the "Deferred Principal Balance", I will not be required to pay interest or make monthly payments on the deferred amount.
2. Borrower hereby renews and extends such indebtedness and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by "Lender" and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.

3. PAYMENT SCHEDULE.

I PAY BY CERT. BANK CHECK

EVERY MONTH - I HAVE NO TRUST
FOR THIS COMPANY.

GMAC FSPP4 03-18-2010 master mail merge Record N.doc

*THEY HAVE
SINCE
CHANGED.
THIS IS
NOT AS
PROMISED.
THEY GMH
JUST DO
WHATEVER
SUITS
THEM*

*WITHOUT
REGARD
TO
LAWFUL
PRACTICE*